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Request for Proposal (RFP)
Hardware and Software Vendor
Pool
for Science Applications International
Corporation
RFP #SAIC CoM DFT 2012 R15151

Issue Date:

February 15, 2013

Proposal Submission Deadline:

March 8, 2013

E-Mail Inquiries and Responses Accepted At: City_of_Memphis_Bids@saic.com

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1. OVERVIEW

1.1 PURPOSE OF THIS RFP

Science Applications International Corporation ("SAIC") is issuing this RFP for the development of a "Hardware and Software Vendor Pool" in support of its prime contract with the City of Memphis ("City") to assist the City with purchasing standard hardware and software goods, as fully described in this document (the "Services"). SAIC seeks comprehensive proposals from the respondents of this RFP ("Vendors") believed to have the capability and capacity to satisfy City's complex requirements and a serious interest in providing the Services. This RFP provides information on the requirements necessary for a Vendor submitting a proposal for the Hardware and Software Vendor Pool ("Vendor Proposal").

Vendors must submit an acceptable and qualified response to this RFP in order to become eligible for the hardware/software Pool contract. It is anticipated that multiple Vendors will be selected for the eligible Pool. The selected Pool of Vendors will be contractually responsible for all services noted in the document and as defined under Task Orders. SAIC will manage the contracts.

Vendors are invited to bid on all equipment categories or one category in its entirety. For example, Desktops and Laptops category or Telecom Equipment category individually or all defined categories in full. SAIC will utilize the pricing provided in vendor's submission for the quarterly price list for the remainder of the City's current fiscal quarter (FY13 Qtr 2). Pricing updates will be requested for the City's FY13 Qtr 3 in December for a January effective date.

Interested parties should carefully review this RFP, including all requirements, terms, conditions, performance standards, and financial penalties to ensure the most responsive proposals.

No minimum purchase will be committed to under this RFP.

1.2 OVERVIEW OF THE CITY'S HARDWARE AND SOFTWARE NEEDS ENVIRONMENT

The City of Memphis Information Services Division (IS) purchases hardware and software on behalf of all City Divisions. The purpose of implementing the Hardware and Software Vendor Pool is to reduce time to quote and purchase standard hardware and software goods, while obtaining regular competitive quotations, to reduce cost to the City, while supporting local City of Memphis businesses.

1.3 STRUCTURE OF RFP

The RFP is structured as follows:

Section 1: RFP Overview.

Section 2: Engagement Requirements.

Section 3: Proposal Response.

Section 4: Instructions on the RFP Process.

Section 5: Evaluation Criteria and Scoring Model.

Section 6: RFP Terms and Conditions.

Section 7: List of Attachments and Exhibits.

2. HARDWARE AND SOFTWARE VENDOR POOL ENGAGEMENT REQUIREMENTS

This Section contains the functional requirements for the Hardware and Software Vendor Pool RFP. The information in this section is intended to aid the Vendor in evaluating the requirements, and in preparing its Proposal in response to this RFP accordingly.

2.1 GENERAL GOODS OR SERVICES REQUIREMENTS

Should SAIC elect to purchase any goods or services under the contract resulting from the RFP, such goods or services must meet the following requirements.

- Vendor's reply to this RFP will include a statement of which of those product types listed below in Section 2.2, Vendor is authorized to sell to SAIC, on behalf of the City of Memphis.
- Vendor shall strictly comply with the specifications, requirements, standards, and representations set forth in SAIC's binding Purchase Order, a sample of which is set forth in Exhibit 3 attached hereto.
- Quarterly, on or about the last half-month of each calendar quarter, SAIC will distribute a request for pricing on chosen standard City hardware and software items (the "Quarterly List") to those Vendors chosen to participate in the Hardware and Software Vendor Pool. Vendor will respond within five (5) business days of SAIC's request for pricing, and Vendor will sell hardware and software goods at the price it has quoted, for the entire following calendar quarter, upon receipt of a binding Purchase Order for such goods from SAIC. Items on the Quarterly List will be purchased from the Hardware and Software Vendor Pool participant providing those goods at the least cost, and meeting the City's delivery and performance requirements, and goal of supporting minority and woman-owned businesses local to the City of Memphis, and Shelby County, Tennessee.
- Periodically, City end users require hardware or software which is not listed in the Quarterly List. SAIC will solicit pricing for these non-standard items from the Vendors who respond to this RFP that SAIC deems may be capable of meeting the City's requirements.
- All goods shall be shipped by Vendor or Vendor-designated transportation Delivery Company. All prices quoted to SAIC will include shipping and handling charges.

- In Vendor's response to this RFP, Vendor must commit to providing SAIC Purchasing an Estimated Time of arrival (ETA) within three (3) business days of receipt of an SAIC Purchase Order.
- All goods provided by Vendor shall be complete, uniform in appearance and in accordance with generally applicable standards in the industry and shall perform according to the requirements as set forth in SAIC's binding Purchase Order issued for such goods.
- Vendor must document having experience providing similar goods, support and services for a minimum of five (5) years.

2.2 CITY STANDARDS

The City's standard products:

Dell Desktops	Must be an Authorized Reseller
Dell Laptops	Must be an Authorized Reseller
Dell Monitors and other peripherals	Must be an Authorized Reseller
Hewlett Packard Laptops	Must be an Authorized Reseller
Hewlett Packard Desktops	Must be an Authorized Reseller
Hewlett Packard Printers	Must be an Authorized Reseller
Hewlett Packard Scanners	Must be an Authorized Reseller
Hewlett Packard Monitors and other peripherals	Must be an Authorized Reseller
Metrologic Voyager Handheld Scanners	
Extreme Routers and Switches	Must be an Authorized Reseller
Apple iPad	
APC Brand UPS	
Aruba Wireless Devices	
Nortel Telephone Devices	

- If the Vendor is a reseller for the above hardware / software manufacturers, the Vendor must provide proof that it is an authorized reseller, in Government sales, if applicable.
- Even though the City has set the above as its standard products, this does not limit purchases to only the above manufactured products. SAIC reserves the right to change the equipment on the Quarterly List, as required to meet end user needs, or issue special requests for items not on the Quarterly List.

2.3 MAINTENANCE REQUIREMENTS

Vendor maintenance must meet the following requirements:

- In the event that warranty repairs on goods are necessary, Vendor shall respond to SAIC within one (1) business day of notification by SAIC, to provide assistance for problem resolution.

2.4 INVOICING REQUIREMENTS

Vendor invoicing must meet the following requirements: invoices in PDF format, emailed to the buyer or subcontract administrator, or centralized billing office, as designated in SAIC's Purchase Order or subcontract.

2.5 COMPETITIVE PRICING

SAIC expects to receive the lowest prices the Vendor is charging other organizations purchasing similar quantities of goods, services, maintenance, and equipment.

3. PROPOSAL RESPONSE

This Section 3 describes the contents of Vendor's Proposal and provides an outline of how the Vendor should organize it. Vendor's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as, the additional instructions provided in Section 4.5 regarding the required Proposal formats and submission process.

Specifically, Vendor's Proposal shall include each of the sections referenced in the table below. The requirements for each of these Proposal sections are described in more detail in this Section 3. **VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION 3.**

Sections and Topics
Section 1 – Cover Letter
Section 2 – Executive Summary
Section 3 – Scope
Section 4 – Solution/Implementation Design
Section 5 – Pricing Model
Section 6 – References
Section 7 – Vendor's Alternative Proposals
Section 8 – Vendor's Due Diligence Requirements
Section 9 – Insurance and Indemnification

Sections and Topics
Section 10 – Equal Business Opportunity (EBO) Program
Section 11 – Annual Report: May be included in separate cover from bound copies, but must be included with response.

3.1. COVER LETTER

In Section 1 of Vendor's Proposal shall contain a cover letter acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor's company. Unsigned proposals will be considered nonconforming.

3.2. EXECUTIVE SUMMARY

In Section 2 of Vendor's Proposal shall begin with an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help meet the objectives of this RFP. The Executive Summary should include a description of the following:

- A description of Vendor's solution/implementation.
- A description of Vendor's pricing approach; including any software license costs.
- A description of Vendor's relevant experience to the proposed solution/implementation, including customer's previous municipal and local government clients with similar population sizes.
- A list of key interactions between Vendor and the other involved parties (e.g., SAIC, the City, other City contractors, etc.).
- A summary of any key differentiators that make Vendor uniquely positioned to provide the equipment and services described in this RFP to the City.

3.3. SCOPE

In Section 3 of Vendor's Proposal, Vendor shall explicitly confirm its agreement with the full scope of Services described in this section. If, however, Vendor believes that it can provide a solution/implementation that better fits the RFP's requirements/objectives/constraints by not providing all of the Services, Vendor may propose alternatives under the Alternative Proposals section, described below.

- Vendor shall provide a CD with the commodity list of hardware and off the shelf software available for purchase and pricing for the items listed for the first quarter of the contract.

3.4. SOLUTION/IMPLEMENTATION DESIGN

Section 4 of Vendor's Proposal shall describe Vendor's "Solution/Implementation Design" and methodology for successfully providing the equipment/services requested in this RFP. More specifically, this section of Vendor's Proposal shall include each of the following.

3.4.1 Outline of how Vendor will handle requests, service, etc.

3.4.2 Detail of any special offers per product

3.5. PRICING MODEL

In Section 5 of Vendor's Proposal, Vendor shall provide a detailed breakdown of costs for the first quarter for the materials listed in Section 2.2. For the purpose of this contract and keeping in coordination with the City's Fiscal Year, pricing is for the City's 2nd Quarter of Fiscal Year 13. For example, what is the cost for equipment, service, training and implementation? Detailed cost sheets are included in Exhibit 2: Pricing Model.

3.6. REFERENCES

In Section 6 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and for which Vendor has provided Goods and Services like those requested under this RFP within the last twelve (12) months, including contact information for the references.

3.7. VENDOR'S ALTERNATIVE PROPOSALS

In Section 7 of the Vendor's Proposal, Vendor may (at its option) include an alternative solution/implementation ("Alternative Proposal") for consideration by the City.

Alternative proposals shall be accompanied by appropriately adjusted solution/implementation descriptions and pricing models.

For clarity, alternative proposals are intended to be supplements to Vendor's core proposal, and should not be used as a substitute to addressing City's stated requirements.

3.8. VENDOR'S DUE DILIGENCE REQUIREMENTS

In Section 8 of its Proposal, Vendor should submit a detailed list of any additional due diligence – such as review of specific information and interviews of particular City personnel – that Vendor would need to perform following down-selection, if Vendor were chosen as a down-selected provider, in order to develop and submit a detailed and unqualified best and final offer.

3.9. INSURANCE AND RISK OF LOSS

In Section 9 of its Proposal, Vendor should submit a statement of compliance to all listed insurance in the reply to this RFP or note any exceptions.

Indemnification:

Vendor shall indemnify, defend and hold harmless SAIC from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Vendor or any of its subcontractors or suppliers at any tier, or their employees, agents or representatives, arising out of or relating to this Order. Notwithstanding the foregoing, Vendor's obligations under this Section shall not apply to any claims which are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of SAIC.

Insurance:

Vendor shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Vendor shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by Vendor. Vendor is required to provide copies of the insurance policies upon request. Vendor shall furnish SAIC's Buyer or Subcontract Administrator, who issues any contract hereunder, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the SAIC and licensed in the state of Tennessee.

If any of the Insurance Requirements are not renewed at the expiration dates, payment to Vendor may be withheld until those requirements have been met, or at the option of SAIC. SAIC may pay the renewal premiums and withhold such payments from any monies due Vendor.

Each certificate or policy shall require and state in writing the following clauses:

Vendor shall provide notice to SAIC within three (3) business days following receipt of any notice of cancellation or material change Vendor's insurance policy from Vendor's insurer. Such notice shall be provided SAIC by certified mail, overnight courier, or email provided that email shall be confirmed by overnight courier or certified mail, to the following addresses:

SAIC	Copy to:
Attn: Deborah F. Trump, Subcontract Manager HCSBU Procurement	Procurement, Homeland & Civilian Solutions Business Unit
5125 Elmore Road	301 Laboratory Road
	PO Box 2501

Memphis, TN 338134	Oak Ridge, TN 37831
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Vendor's insurance shall comply with the requirements set forth in Exhibit 3, and shall include the coverages set forth below.

WORKERS COMPENSATION:

Vendor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum LIMITS OF:

\$1,000,000 Each Occurrence – Combined Single Limits

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis.

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$1,000,000	General Aggregate (Per Project / Per Location)
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

This coverage will also include a waiver of subrogation clause in favor of SAIC and the City of Memphis

ERRORS AND OMISSIONS LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this Agreement with MINIMUM LIMITS OF:

\$2,000,000 Each Occurrence / Aggregate, Inclusive of legal defense costs.

PROPERTY INSURANCE:

Vendor shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

Vendor shall be responsible for maintaining any and all property insurance on its own equipment and shall require all sub-contractors to do likewise. Vendor shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by Vendor.

Vendor is required to provide copies of the insurance policies upon request.

3.10. EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

Equal Business Opportunity Program

The City of Memphis through its Equal Business Opportunity (“EBO”) Ordinance seeks to provide opportunities for minorities and women in the areas of prime contracting, subcontracting, and other areas of partnering opportunities. EBO requirements are governed by City Ordinance #5384, which may be accessed on the City’s website at www.memphistn.gov under “Doing Business.” The intent of the EBO Program is to increase the participation of locally owned minority-and women-owned business enterprises (“M/WBE”) in the City’s purchasing activities.

In awarding orders under this RFP, SAIC will be subject to the EBO requirements of Sections 11.8 (a) and (b) of its prime contract with the City entitled Masters Services Agreement Between City of Memphis, Tennessee and Science Applications International Corporation (the “Prime Contract”), which is located on the City of Memphis’ webpage. The goal in Section 11.8 (a) requires a 50% MWBE participation goal for goods and nonprofessional services with 30% designated toward MBE spend and 20% designated toward WBE spend. The goal in Section 11.8 (b) requires a 30% MWBE participation goal for professional services with 15% designated toward MBE spend and 15% designated toward WBE spend. Vendors are strongly urged to provide information regarding their minority-owned or woman-owned status with their responses to this RFP so that SAIC may meet its Prime Contract EBO goals.

The MWBE participation goal for this solicitation is 0%.

Eligible M/WBE Firms

SAIC encourages M/WBE vendor participation. To qualify as an M/WBE firm, according to the requirements of City of Memphis Ordinance #5384, a firm must be included on the City’s list of certified M/WBE firms.

Requests for verification must be submitted to the City’s Contract Compliance Office listed below:

Mary L. Bright
City of Memphis
Contract Compliance Officer
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210
Fax: (901) 576-6560

Mary.Bright@memphistn.gov

CITY OF MEMPHIS
EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM
NOT APPLICABLE (to this solicitation)

PROJECT TITLE: Hardware/Software Vendor Pool

Project M/WBE GOAL: **0%**

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #

Total	\$	%
MBE		
WBE		

**THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE
CONSIDERED NON-CONFORMING.**

CITY OF MEMPHIS
GOOD FAITH EFFORT DOCUMENTATION FORM
NOT APPLICABLE (to this solicitation)

To The Honorable Mayor City of Memphis, Tennessee
From:

VENDOR NAME _____

PROJECT TITLE: Hardware/Software Vendor Pool

Enclosed please find the required documents:

Said Bidder ____ did / or ____ did not attend the project pre-bid meeting.

***Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).**

Said Bidder ____ did / or ____ did not select economically feasible portions of the work to be performed by M/WBE firms.

***List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.**

***Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)**

The Bidder ____ did / or ____ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

***List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms were found to be non-qualified, please state so.**

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk '*') MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

Contractor's Name

Signature

Printed or Typed Name and Title

3.11. ANNUAL REPORT

The Vendor shall submit its most recent annual report or current audited financial statements, as may be requested by SAIC. The financial stability of the Vendor and the Vendor's length of time in business will be closely evaluated. Financial information may be included in separate cover from bound copies, but must be included with response.

4. INSTRUCTIONS ON RFP PROCESS

4.1. USE OF INFORMATION

Vendor may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Vendor that discusses this RFP or the Initiative with anyone within or outside SAIC or the City other than the persons and entities permitted pursuant to this RFP will risk elimination from further participation in the bidding process due to breach of confidentiality, in addition to enforcement by SAIC of any other remedies available to it. **All correspondence about this RFP and the Initiative should be limited to the Principal Contact described in Section 4.2 or other designated City personnel or agents.**

4.2. PRINCIPAL CONTACT AND INFORMATION REQUESTS

Deborah F Trump, Subcontracts Manager, is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendor should direct all inquiries to the Principal Contact at: **City_of_Memphis_Bids@saic.com**

Vendor should not, under any circumstances, contact any City or other SAIC personnel (including senior SAIC or City management or SAIC or City employees with whom Vendor has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. Utmost discretion is expected of Vendor and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3. SCHEDULE OF ACTIVITIES

- 4.3.1 In order to accelerate business transformation, service improvements and cost savings, SAIC has developed an **estimated timeline** for this Initiative. SAIC will move as quickly and efficiently as possible to determine the feasibility of Vendor's Proposal (and other RFP recipients' proposals), and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- 4.3.2 As a result, SAIC requests that Vendor make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.

- 4.3.3 It is SAIC's option to conduct interviews with finalists. However, in no way is SAIC obligated to interview finalists. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration. For this reason, Vendor is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply will risk being dropped from further consideration.
- 4.3.4 SAIC reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by SAIC.

Activity	Date
Publish RFP	February 15, 2103
Vendor Questions Submission	February 22, 2013
City Response to Questions	March 1 2013
Proposal Submission Deadline	March 8, 2013
Negotiations	March 22, 2013
Agreement Finalization	April 5,, 2013

- 4.3.5 Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4. INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Vendor may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit 1 (Vendor Questions Template) and sending it via email by **February 22, 2013 by 5:00 pm CT**. Questions received after **5:00pm CT** will not be answered. This email should be sent to the individual(s) described in Section 4.2, with the subject heading: "[Your company's name] – Initial City of Memphis RFP#_ SAIC CoM DFT 2012 R15151 RFP Questions." SAIC will post the responses to the questions on the City's web site on **March 1, 2013 by 5:00 pm CT**. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of SAIC will be the one posted via the City's website.

4.5. PROPOSAL SUBMISSIONS

4.5.1 PROPOSAL SUBMISSION AND DUE DATE

Vendor shall submit (A) 1 original and 7 complete printed copies of its Proposal (including the signed Cover Letters); and (B) 2 CDs or DVDs containing soft copies of its entire Proposal (including PDFs of the Signed Cover Letters) on or before **March 8, 2013 at 2:00 pm CT**, to the addressee provided below:

SAIC

Attn: Deborah F Trump, Subcontracts Manager, SAIC

Procurement

c/o City of Memphis

5125 Elmore Road, Suite 6

Memphis, TN, 38134

The label should identify the contents as: **City of Memphis RFP#_ SAIC CoM DFT 2012 R15151**

PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.

4.5.1.1. Proposals may not be amended after the submission deadline.

4.5.1.2. Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with Vendor's response to this RFP will become the property of SAIC and may be returned only at SAIC's option.

4.5.1.3. With respect to the information contained on vendor's CDs or DVDs:

4.5.1.3.1. The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Vendor's printed copy of its proposal;

4.5.1.3.2. Each document (and file name) should clearly show the name of Vendor;

4.5.1.3.3. Each file should be pre-formatted by Vendor to facilitate on-line viewing and printing in a form consistent with Vendor's printed copy of its proposal;

4.5.1.3.4. All documents should be presented in a native Microsoft office format (e.g., word, excel, PowerPoint, project) or PDF.

4.5.1.3.5. Documents should not include embedded files.

4.5.2 PROPOSAL FORMAT

SAIC expects the Proposal to be a compilation of various documents, in particular because Vendor's Proposal must utilize the RFP response templates set forth in section 3 of this RFP. The Proposal should be structured so that there is a primary, "core" document (organized in accordance with Section 3) that incorporates by reference, as applicable, the other documents.

Vendor shall use Microsoft Office 2003 file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper, unless another format is provided by the response template. Vendor responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content to the extent possible.

4.5.3 PROPOSAL EXPIRATION DATE

Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. SAIC may request an extension of time if needed.

4.6.4 VENDOR DATA

The confidentiality of information and data contained in Vendor's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

4.5.5 GENERAL

Subject to questions and clarifications raised on specific issues in accordance with Section 4.4, Vendor shall be deemed, by the submission of its Proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by the City.

4.5.6 GRATUITIES

RESPONDING TO THIS REQUEST FOR PROPOSAL CERTIFIES THAT NO GRATUITIES WERE OFFERED BY THE SUPPLIER OR SOLICITED BY ANY SAIC EMPLOYEE. IF A GRATUITY WAS SOLICITED, IT SHOULD BE REPORTED IMMEDIATELY TO THE DIRECTOR OF CORPORATE PROCUREMENT AT 703-676-6180. PLEASE REVIEW SAIC'S CODE OF ETHICS AT <http://www.saic.com/corporategovernance/ethics.html>.

4.5.7 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing by e-mail, SAIC of such error request modification or clarification of the document. The Vendor shall include the RFP number, page number and the applicable paragraph title. SAIC will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

4.5.8 ACCEPTANCE/REJECTION OF PROPOSALS

SAIC reserves the right to reject any or all proposals which are not responsive to the specifications of this Request for Proposal (RFP). SAIC shall reject the proposal of any Vendor that is determined to be non-responsive.

4.5.9 FAILED COMPETITION

Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition has been declared failed, SAIC then has the option to reopen the procurement or enter into a non-competitive procurement.

4.5.10 WITHDRAWING OR AMENDING A PROPOSAL

At any time prior to the scheduled deadline for receipt of proposals, the Vendor may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

4.5.11 INFORMALITIES/MINOR IRREGULARITIES

SAIC reserves the right to waive minor irregularities or informalities in a Vendor's proposal when SAIC determines that it will be in SAIC's best interest to do so. Any such waiver shall not modify any remaining RFP specifications or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.

4.5.12 VENDOR INDEBTED TO THE CITY

No contract will be knowingly awarded to any organization which, in SAIC's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

4.5.13 TAX PAYMENTS

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and SAIC will provide a transaction-specific tax exemption certificate, upon request.

4.6. NEGOTIATIONS

SAIC expects to conduct detailed negotiations with each of the selected providers. Details regarding this process will be provided at the appropriate time to Vendor, if it is chosen to be a selected provider(s), and may include discussions based on any aspect of a proposal.

SAIC intends to have various representatives participate in all negotiations. SAIC encourages a selected provider(s), as appropriate, to have its legal counsel participate as well. However, SAIC will not be precluded by the absence of selected providers' counsel from having its counsel participate, and down-selected providers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

4.7. AWARD OF SERVICES

SAIC reserves the right to award the Services to the lowest and best proposer or proposers or to make no such award, in its sole discretion. Notification of SAIC's intent to award will be publicly announced on the City's website and outside City Council Chambers, located on the lobby floor of City Hall, 125 North Main, Memphis, Tennessee 38103.

4.8. PROTESTS

Any protest of award must be filed in writing with the City of Memphis Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

4.9. MODIFICATION OR TERMINATION OF RFP PROCESS

SAIC reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the Initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

4.10. SUPPLEMENTAL INFORMATION

If, subsequent to issuance of this RFP, additional relevant material is produced by or becomes available to SAIC, such material will (where appropriate) be transmitted to all RFP participants for their consideration. SAIC will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by SAIC. It is the responsibility of the Vendor to check the website for possible addenda and should consider such information in its Proposal. SAIC will assume that all changes or additional requirements transmitted have been taken into account in Vendor's Proposal (including with respect to pricing), unless otherwise specified.

4.11. NO REPRESENTATIONS OR WARRANTIES

SAIC makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by SAIC through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by SAIC, and for preparing and submitting responses to the RFP.

SAIC has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its Proposal, Vendor should use the information provided on an “as-is” basis for its initial Proposal. Information regarding the City and the project or initiative described in this RFP may be revised or updated, and republished for inclusion in a final response.

4.12. PROPOSAL PREPARATION COSTS

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

4.13. OWNERSHIP AND INTELLECTUAL PROPERTY

SAIC will own all of the data contained within the N/A Solution.

5. EVALUATION CRITERIA AND SCORING MODEL

5.1. QUALIFYING PROPOSALS

SAIC will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all of the criteria set forth below. All Proposals that **ARE NOT** a Qualifying Proposal will be disqualified from this RFP process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form and format required) by the due date as specified in Section 4.5.
- Conforms to the requirements of the RFP (e.g. includes the requisite number of copies, customer references, etc.).

5.2. EVALUATION OF QUALIFYING PROPOSALS

SAIC will evaluate each Qualifying Proposal based on the degree to which it complies with the RFP’s requirements, as articulated in this document. The primary categories to be evaluated are:

- Scope and Solution/Implementation: whether Vendor accepted the scope of services presented in this RFP, demonstrates the ability to meet the solution/implementation requirements and constraints, proposes an appropriate development plan, mitigates risks,

and delivers value added components.

- Pricing: whether Vendor provides a cost effective pricing methodology.

Information on how SAIC will weigh these categories for each down-selection referenced in this Section 5 above is set forth below:

Evaluation Criteria	Weight
Does the Respondent propose fair and competitive pricing?	40.0%
Can the Respondent perform the scope of services as set forth in the RFP and produce the required outcomes?	30.0%
Is the Respondent an M/WBE or did the Respondent include M/WBE participation in the proposal?	10.0%
Did the Respondent provide the documentation to determine a measure of the financial stability of the company?	10.0%
Did the Respondent include the requirement of a least 3 references?	5.0%
Is the Respondent located in Memphis or Shelby County?	5.0%
Total Score	100.0%

6. RFP TERMS AND CONDITIONS

See following pages.

Terms and Conditions

RFP TERMS

REQUEST FOR PROPOSAL TERMS

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

Any contract issued under this RFP may be subject to the requirements of Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses receiving a service or service-related contract from the City of Memphis. The Living Wage ordinance and any amendments thereto, can be accessed on the City's website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on the "Doing Business with the City" link. A link to the ordinance will be accessible on the top right side under the section "Links."

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the intent to award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, Tennessee 38103. Notice will be posted on the City's website and outside Council Chambers, located on the lobby floor of City Hall. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specification or other proposed documents, a written request for interpretation thereof may be submitted in conformance with Section 4.2, prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. SAIC will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a vendor shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.



REQUEST FOR QUOTATION/PROPOSAL (RFQ/P)

GENERAL PROVISIONS

WE WOULD LIKE TO TAKE THIS OPPORTUNITY TO REMIND SUPPLIERS OF OUR COMMITMENT TO CONDUCT BUSINESS WITH UNCOMPROMISING INTEGRITY. THIS COMMITMENT IS CLEARLY ESTABLISHED IN SAIC'S [CODE OF CONDUCT](#) [SAIC.COM](#) SAIC EXPECTS SUPPLIERS TO CONDUCT THEMSELVES IN A MANNER CONSISTENT WITH THE PRINCIPLES OF OUR CODE OF CONDUCT. IN ADDITION, WE STRONGLY ENCOURAGE OUR SUPPLIERS TO HAVE PROACTIVE AND MEANINGFUL ETHICS PROGRAMS ESTABLISHED WITHIN THEIR ORGANIZATIONS. WE WANT OUR SUPPLIERS TO UNDERSTAND, FOSTER, AND MIRROR THE ETHICAL CONDUCT WE EXPECT FROM OUR EMPLOYEES IN ALL BUSINESS TRANSACTIONS. IF YOU BELIEVE THAT SAIC OR ANY OF ITS EMPLOYEES OR AGENTS HAS ACTED IMPROPERLY OR UNETHICALLY, PLEASE REPORT SUCH BEHAVIOR TO THE SAIC ETHICS HOTLINE (800) 435-4234.

1: PREPARATION OF OFFERS

- (a) All information shall be in ink or electronically prepared. Mistakes may be crossed out and corrections inserted before submission of your offer. The person signing the offer shall initial corrections in ink.
- (b) An authorized officer of the offeror shall sign all offers.
- (c) All offers shall include the RFQ/P number shown.

2: LATE OFFERS

Formal offers, amendments, or requests for withdrawal of offers received after the date specified for submittal may not be considered.

3: ALTERNATE PROPOSALS

In addition to the offer solicited herein, the offeror is invited to submit an alternate proposal, which may be advantageous to Science Applications International Corporation ("SAIC" or "Buyer").

4: COMPLETENESS

All information required by RFQ/P must be supplied to constitute a responsive bid. Non-responsive offers may not be considered.

5: BRAND NAMES

- (a) Brand names and part numbers, when used, are for reference to indicate the performance or quality desired.
- (b) Equal items will be considered provided that the offeror describes the article. Offers for equal items shall state the brand name and part number, or level of quality. The determination of the Buyer as to what items are equal shall be final and conclusive.
- (c) When brand name, part number, or level of quality is not stated by the offeror, it is understood the offer is exactly as specified.

6: COUNTERFEIT PRODUCTS

For purposes of this clause, Goods are any tangible items, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Offeror agrees and shall ensure that Counterfeit Goods are not delivered to SAIC. Goods delivered to SAIC or incorporated into other Goods and delivered to SAIC shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. If requested by SAIC, bidder shall provide OCM/OEM



documentation that authenticates products. Offeror shall report suspected or confirmed counterfeit items into the Government-Industry Data Exchange Program (GIDEP).

7: NET PRICES

Offered prices, unless otherwise specified, must be net, including transportation and handling charges, which shall be set forth as a separate line item on quotation/proposal. Transportation charges must be fully prepaid by offeror to destination, and subject only to cash discount for prompt payment of invoices.

- (a) Prices should be quoted as "Unit" prices; do not quote "Lot" prices.
- (b) Provide pricing schedule based on specified price breaks, if any.
- (c) If applicable, furnish published price list with offer.

8: EVALUATION

Buyer reserves the right: (1) to award on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all offers, or any part thereof; (3) to waive any informality in the offers; and (4) to accept the offer that is in the best interest of SAIC. The Buyer's decision shall be final.

9: NO BID

In the event an offer cannot be submitted for the specified requirements as set forth in the RFQ/P, please provide an explanation as to why you are unable to bid on these requirements.

10: TAXES

Buyer may be exempt from the payment of any federal excise or any state sales tax. The price offered must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a

percentage of the list price, which shall be deducted by Buyer.

11: AWARD

The order will be awarded to the lowest responsible and responsive offeror complying with all the provisions of the RFQ/P, provided the offered price is reasonable and is in the best interest of Buyer. The Buyer reserves the right to reject the offer of an offeror who has previously failed to perform properly or complete on time, contracts of similar nature, or the offer of an offeror who, under investigation shows is not in position to perform the order.

12: ACCEPTANCE

A written award mailed (or otherwise furnished) to the successful offeror shall be deemed to result in a binding contract without further action by either party.

13: SERVICE LIFE

When applicable, all offerors will state their company policy regarding the return of defective and unserviceable items or products as well as the minimum service life of the offered item or product.

14: DELIVERY

When applicable, all shipments are to be made F.O.B. to a specific destination as specified, or prepaid. Collect shipments can be accepted only with proper advance notification, and only with specific approval from the Buyer. If required delivery date is not specified in the RFQ/P, the offeror shall advise the best possible delivery as n/a days ARO.

15: PACKING SLIPS OR DELIVERY TICKETS

When applicable, all shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets in duplicate and shall contain the following information for each item delivered:

- (a) Purchase Order Number



- (b) Item Number
- (c) Description or Part Number
- (d) Quantity Ordered
- (e) Quantity Shipped
- (f) Name of the Supplier

The above requirement is extremely important when accepting shipments. Offerors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

16: LIABILITY

The Offeror shall hold Buyer, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted compositions; secret process, patented or unpatented invention; articles or appliances furnished or used under this bid, and agrees to defend, at Offeror's expense, any and all actions brought against Buyer, or itself because of the unauthorized use of such articles.

17: GENERAL

Any Purchase Order or Subcontract issued as a result of this Request for Quote/Proposal is subject to Buyer's Terms and Conditions regardless of offeror's terms and conditions submitted with the proposal. Specific exceptions are to be noted as part of offeror's proposal and if incorporated into Buyer's Purchase Order or Subcontract will become binding on the parties.

18: TERMS and CONDITIONS

This prospective order is subject to the following attachments as checked:

COMMERCIAL

- ☐ SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Goods
- ☐ SAIC Commercial Purchase Order Standard Terms and Conditions Fixed Price – Services
- ☐ SAIC Subcontract Terms and Conditions (Firm-Fixed Price)
- ☐ SAIC Subcontract Terms and Conditions (Time & Materials/Labor Hour)

- x Other: SAIC Purchase Order Standard Terms and Conditions (Rev. City of Memphis 01/01/12)

GOVERNMENT

- ☒ SAIC Purchase Order Standard Terms and Conditions
- ☐ SAIC Terms and Conditions for Commercial Items (Government)
- ☒ SAIC Schedule A Subcontract Specific Terms and Conditions
- ☐ SAIC Schedule B Part I U.S. Government Terms and Conditions
- ☐ SAIC Schedule B Part II (Agency)
- ☐ SAIC Schedule B Part III (FAR Part 12 Subcontracts)
- ☐ Solicitation/prime special terms and conditions

If a U.S. Government Contract is indicated, you are required to follow the provisions of DPAS 15 CFR 700 and all other applicable regulations and orders of the U.S. Department of Commerce in obtaining products, materials and services needed to fill this order. This order is certified for national defense under DPAS, if a rating is shown.

U.S. Government Solicitation/Contract: No. n/a

DPAS Rating: n/a

19: GRATUITIES

By acknowledgment of response to this RFQ/P, the offeror hereby certifies that no gratuities were offered by the offeror or solicited by any SAIC employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the SAIC Chief Procurement Officer at 703-676-6180.

20: BID SECURITY

The following bid security (if any) is applicable as outlined below: none

21: VALIDITY PERIOD



The Offeror's offer shall remain valid for a period of 180 calendar days from the Buyer's due date (or

other period of time as mutually agreed upon in writing by the parties).



Request for Proposal # SAIC CoM DFT 2012 R15151

Published in: The Daily News on 2 Copies

INSTRUCTIONS TO PROPOSERS

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Proposers must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the City of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organization that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed Purchase Order or entering into a contract with the Vendor, the successful Vendor, whose principal business address is located within the limits of the City of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Service; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate SAIC to contract, in whole or in part, for services specified herein. SAIC reserves the right to cancel this solicitation, in whole or in part, or to reject in whole or in part, any and all proposals. Cancellation of this RFP or any subsequent award will be posted on the City of Memphis's website: Once on the City's homepage "www.memphistn.gov", go to the section titled "Government News," and scroll down the list of RFP's and RFQ's, and then click on the RFP Title.

For additional information concerning this solicitation, send an email to: City_of_Memphis_Bids@saic.com

All materials submitted pursuant to this RFP shall become the property of SAIC.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate SAIC or City of Memphis staff. All information provided by the Vendor in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation.

Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.



7. LIST OF ATTACHMENTS AND EXHIBITS

Exhibit 1: Vendor Questions Template

Exhibit 2: Pricing Model

Exhibit 3: Proposed Standard Contract – “Basic Agreement”

Exhibits to Proposed Standard Contract:

Attachment 1, Purchase Order Terms

Exhibit A, Scope of Work

Exhibit B, Pricing Sheet / Payment Provisions

Exhibit C, Employee Acknowledgement and Confidentiality Agreement

See following pages.



Exhibit 1 - Vendor Questions Template

<u>RFP Section</u>	QUESTION



Exhibit 2 –Pricing Model

CITY OF MEMPHIS STANDARD MICROCOMPUTER LIST		
Desktops and Laptops	Part #	Price
Dell Latitude E5520, with Windows 7 (no media), Intel Core i5-2540M processor, 4.0GB Memory, 320GB HD, m9-cell Lithium Ion Battery, Webcam, Dell Wireless, 15.6HD LCD, USB 6 Button Laser Mouse, E-Monitor Stand and E-Port plus docking station, AX210 USB Stereo Speaker System, and 90W A/C Adapter (3-pin) Dell Professional Lite 16" Business Case, 4 Year Basic Hardware service with 4 Yr NBD Limited Onsite Service after Remote Diagnosis, 4 Yr Accidental damage		
Dell Latitude E5420 with Windows 7 (no media), Intel Core i5-2520M processor, 4.0GB Memory, 250GB HD, m9-cell Lithium Ion Battery, Webcam, Dell Wireless, 14.0HD LCD, and 90W A/C Adapter (3-pin) Dell Professional Lite 14" Business Case, 4 Year Basic Hardware service with 4 Yr NBD Limited Onsite Service after Remote Diagnosis, 4 Yr Accidental Damage		
Dell OptiPlex 990 FLX-HD MiniTower Flexible Computing with Disk, Window 7 Professional (no media), Intel Core i5 2500 Processor, 4GB Memory, Dell KB212-B USB Keyboard, UltraSharp U2412M 24:W Monitor, Dual 512MB AMD Video Card, 500GB 3.5 6.0Gb/s SATA with 16MB DataBurst Cache Hard Disk, AX210 Two Piece Speakers, 4 Yr Basic Hardware service with 4 Yr NBD Limited Onsite Service after remote diagnosis		
Dell OptiPlex 390 Small Form Factor, Windows 7 Professional, (no media), Intel Core i3 2130 Processor, 4 GB Memory, Dell KB212-B USB Keyboard, Dell Professional P1911 19 in HAS Wide Monitor, Integrated Video Cards, 250GB 3.5" SATA 3.0 Gb/s and 8MB DataBurst Cache Hard Drive, USB 3.0 Controller Card, Dell MS111 USB Optical Mouse, Dell AX510 Sound bar, 4 Yr Basic Hardware service with 4 Yr NBD Limited Onsite Service after remote diagnosis		
HP 15" Notebook, HP IDS UMA, HM no WWAN 6570b BNBPC, with Win 7 Pro, Intel Core i5-3320M Dual Core 6570b, Integrated Webcam, 15.6" Displace, 4GB Mem, 320GB HD, DVD +/- RW SM, No modem, DIB HP FC Professional Slim Top Load Case, DIB 6C 55WH Long Life Battery, DIB HP 90W Docking Station, with monitor stand, standard keyboard and 6 button laser mouse, HP 4 YR NBD onsite with ADP NB Only Svc, HOP CQ LA2006x 20 inch LED LCD		
HP 14" Notebook, HP IDS UMA, HM no WWAN 6570b BNBPC, with Win 7 Pro, Intel Core i5-3320M Dual Core 6570b, Integrated Webcam, 15.6" Display, 4GB Mem, 320GB HD, DVD +/- RW SM, No modem, DIB HP FC Professional Slim Top Load Case, HP 4Yr NBD Onsite with ADP NB Only Svc		
HP Compaq Elite 8300 CMT PC, Win 7 Pro, Intel Core i5-3570 CPU, 4GB Mem, 500 GB 7200 RPM 3.5 HDD, AMD Radeon HD 6350 512MB DH PCIE x 16 1st, HP USB Standard keyboard, HP USB Optical BLK Mouse, SuperMulti ODD, HP USB Thin Powered Speakers, 4/4/4 CMT Warranty, HP CPQ LA2405x 24in LED Monitor		



CITY OF MEMPHIS STANDARD MICROCOMPUTER LIST

HP CompaqPro 4300 SFF PC, Win 7 Prom Intel Core i3- 2130 CPU, 4GB Mem, 250 GB 7200 RPM SATA -6GB 1st Hard Drive, HP USB Standard Keyboard, HP USB Optical BLK Mouse, SuperMulti DVDRQ 1st ODD, 4/4/4 SFF Warranty, HP CPQ LA2006x 20-in LED LCD		
Tablets	Part #	Price
Apple iPad 16 GB A5X ProcessorWiFi + Cellular (Verizon), iOS5	TBD	
Printers / Projector / Scanners	Part #	Price
Dell 4210xDLP Multimedia Projector w/3yr Adv Exc Wty	224-5630	
HP 1000 Deskjet printer w/usb cable	WB800AAJS	
HP P1102W Laserjet Printer and USB Cable	CE657A#BGJ	
HP Office Jet 7000 printer	C9229A#B1H	
HP 2800dtn Business Inkjet Color Printer & USB Cable	C8164A#A2L	
HP 470wbt mobile printer	CB028A#B1H	
	CE529A#ABA	
HP P3015X Laserjet Printer & Cable		
HP CP4025N Laserjet Printer & Cable	CC489A#BGJ	
HP Scan jet 5590 Scanner & usb cable	L1910A#B1H	
HP Scan jet N6310 Scanner & usb cable	L2700A#B1H	
Metrologic Voyager Handheld Scanner w/usb	MS9540	
Other Peripherals	Part #	Price
500GB SATA Hard Drive	WD5000AVDS	
Dell E-Series E170S Flat Panel	E170SB4	
HP L1751g 17 inch LCD Monitor	EM889A8	
Dell Professional 1909W widescreen Flat Panel	P1911W	
HP L1951g LCD Monitor	EM890A8	
Dell G Series G2410 24in Wide Monitor, VGA/ DVI	P2411H	
HP LA2405wg 24-inch widescreen LCD monitor	NL773A8	
Kensington Keyboard For Life (104 key) usb	64370	
Kensington Scroll Mouse-in-a-box usb	72213	
US Robotics 56K Modem (External) w Cable	USR5635	
HP Jet direct 620n Internal Print Server	J7934G	
Network Equipment	Part #	Price
APC SmartUPS 750	SMT750	
APC SmartUPS 750 rack mount	SUA750RM2U	
APC SmartUPS 1000	SMT1000	
APC Smart UPS 1500 rack mount	SUA1500RM2U	
APC SNMP Web Mgmt Card	AP9630	
APC SNMP Web/Environmental Mgmt Card	AP9631	
APC BackUPS ES 8 Outlet 350VA 120V	BE350G	
APC Charge-UPS Refresher Kit #7	CURK 7	
APC Charge-UPS Refresher Kit #22	CURK 22	
APC Replacement Battery for SUA2200	RBC12	



CITY OF MEMPHIS STANDARD MICROCOMPUTER LIST

APC Replacement Battery for SUA750RM2U	RBC22	
APC Replacement Battery for SUA1500RM2U	RBC24	
APC Replacement Battery for SUA2200RM2U	RBC43	
APC Replacement Battery for SUA750	RBC48	
APC Replacement Battery for SUA1000	RBC6	
APC Replacement Battery for SUA1500	RBC7	
Dell Unmanaged 16port PowerConnect Switch	P2261NP	
PowerDsine Micro Semi PoE Midspan	PD3001/AC	
PowerDsine Micro Semi PoE Midspan	PD3501/AC	
PowerDsine 1port PoE Midspan	PD3006/AC	
PowerDsine/MicroSemi PoE Midspan	PD3506/AC	
PowerDsine/MicroSemi PoE Midspan	PD3501G-AC	
Aruba 105 Wireless Access Point (Dual Radio)	AP-105	
Aruba 105 Wireless Access Point Ceiling Mounting Kit	AP-105-MNT-C	
Software Licensing Per St of TN contract		Price
MS Office 2010 Professional Plus License		
MS Windows 7 Professional license		
MS Visio (Pro) 2010, License Only		
MS Visio (Pro) 2010, Media CD		
MS Project (STD) 2010, License Only		
MS Project (STD) 2010, Media CD		
Adobe Acrobat X Std License Only		
Adobe Acrobat X Std Media CD		
Adobe Acrobat X Pro License Only		
Adobe Acrobat X Pro Media CD		
Telecom Equipment		
Description	Part Number	Price
12' Handset Cord - Ash-Min 25	PRO-167Ash	
12' Handset Cord Black-Min 25	PRO-167Black	
14' Station Cords-Min 25	PRO-169-14	
25' Station Cords-Min 25	PRO-169-25	
6' Handset Cord Black-Min 25	PRO-166BLK	
A10 Direct Cord	66268-02	
Cortelco Single-Line Analog Desk Set - Ash	2500Ash	
Cortelco Single-Line Analog Wall Set - Ash	2554Ash	
Cortelco Single-Line Analog Wall Set - Ash Ringer volume control	255444-VBA-20M-Ash	
Toshiba Telephone	DKT2010-SD	
Toshiba Telephone	DKT2020-SD	
Nortel Handset for 1230	NTYS09AA70E6	
Nortel 1140E Telephone	NTYS05	
Nortel 1140E Telephone (refurbish)		
Nortel i2002 VoIP	NTDU91BD70E6N	
Nortel i2002 VoIP add-on module	NTEX00DA70E6N	



CITY OF MEMPHIS STANDARD MICROCOMPUTER LIST

Nortel i2004 foot stand	NTMN15BA70N	
Nortel i2004 set New	NTDU92AC	
Nortel i2004 set Refurb	NTDU92R	
Nortel IP1220 Telephone New	NTYS19BA70E6N	
Nortel IP1220 Telephone Refurb		
Nortel IP1230 Telephone New	NTYS20BB70E6	
Nortel IP1230 Telephone Refurb	NTYS20-R	
Nortel Telephone set	M3902	
Nortel Telephone Set, Charcoal New	M3904	
Nortel Telephone Set, Charcoal New	M3905	
Nortel Telephone Set, Charcoal Refurb	M3904	
Nortel Telephone Set, Charcoal Refurb	M3905	
Plantronics cable for the HW301 & H171	A10	
Plantronics Convertible Headset (1230 & 1150)	H171	
Plantronics Ear Cushions (pair) Min 5	15729-05	
Plantronics Handset Lifter	60961-35	
Plantronics Headset (3905)	HW301-N	
Plantronics Headset Amplifier New	M22	
Plantronics Headset Amplifier Refurb	M12-R	
Plantronics Headset Base with Duo-Set Headset (Use CS55)	CS10	
Plantronics Wireless Headset	CS540	
Plantronics Headset Phone	CT14	
Plantronics Headset, Noise Canceling Refurbished	H51N	
Plantronics H81N replaces P81N, A10 cable needed	P81N-U10P	
Plantronics HW261N replaces P61N, A10 cable needed	P61N-U10P	
Plantronics Polaris Cord QD to Male Modular	27190.01	
Plantronics HW251N replaces P51, A10 cable needed	P51N-U10P	
Plantronics SupraPlus Wideband Binaural Headset uses 66268-02 A10 Direct Cord	HW261N	
Plantronics SupraPlus Wideband Monaural uses 66268-02 A10 Direct Cord	HW251N	
Plantronics TriStar Over the Ear Headset uses 66268-02 A10 Direct Cord	H81N	
Plantronics Wind Screen (each) Min 5	24316-01	
Polycom 2 Audio Conferencing Speakerphone	2200-16000-001	
Polycom 2 Audio Conferencing Speakerphone, Expandable	2200-16100-001	
Polycom 2 Expandable Mics (2 mics)	2200-16155-001	
Avaya Universal Trunk Card - 8 Ports	XNT8S14BB	
2500 Series Desk Phone – RED	TBD	
VIDEO CONFERENCING		
Polycom HDX 8000-720	HDX Codec, Eagle Eye Camera, HDX Microphone Array, People+Content, PPCIP and all required cables	
Polycom Eagle Eye Camera	HDX Series Codec 3 Camera	
Polycom Microphone Array	HDX Spherical Ceiling Microphone Array (White)	



CITY OF MEMPHIS STANDARD MICROCOMPUTER LIST

Polycom MPPLUS	Multipoint Software Option License for 4 Site Multipoint Video Calls
1465-52748-040	Polycom Auxiliary Power Supply for Second Powercam Camera
2457-25646-001	Polycom "WALTA" Adapter Cable with RJ45 connector
Polycom IP 7000	IP Conferencing Phone
NEC NP-PA550W-13ZL	5500 ANSI Lumen Widescreen Professional Installation Projector with 13ZL Lens
Chief RPA-U	NEC NP Series Projector Mount in White (Projector Mount)
Chief CMS 440	8" Ceiling Plate with one slot (Ceiling plate for projector mount)
Extron MLC 104 IP Plus	Medialink Controller with Ethernet Control (allows for Ethernet monitoring and control)
Extron SI-3C LP	Full Range, Plenum rated 4" Ceiling mounted ceiling speakers (PC, conferencing, and video sound support)
TOA BG-2060	Four input switcher and stereo audio amplifier
HITACHI STARBOARD	Interactive Touch Screen T17SXL



Exhibit 3 - “Proposed Standard Contract”

Terms and Conditions start next page.



BASIC AGREEMENT

SELLER:	Agreement No.:
ADDRESS:	
	SUBCONTRACT TYPE: BASIC AGREEMENT Hardware and Software Pool in Support of the City of Memphis

SCHEDULE A

SPECIFIC TERMS AND CONDITIONS

This supply agreement ("Agreement"), effective<insert date>, is made between SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (hereinafter known as "SAIC"), and <insert Supplier's Company name> (hereinafter known as "Supplier"), a <insert whether "Supplier" is a corporation or partnership, etc.>. Under this Agreement, supplier will provide hardware and software for the use of the City of Memphis, subject to the terms and conditions set forth below.

1.0 TERM

The term of this Agreement shall commence upon the effective date above and shall terminate on <insert date>.

1.1 OPTIONS TO EXTEND TERM<USE THIS ARTICLE IF APPLICABLE>

SAIC may exercise the options below to extend the term of this Agreement by giving written notice to the Supplier before the end of the then current term.

July 1, 2013 through June 30, 2014

July 1, 2014 through June 30, 2015.

1.2 PRICES

Prices shall be those set forth in the Quarterly Price List (defined below), or as negotiated for each Task Order where items purchased are not listed in the Quarterly Price List. On a calendar quarter basis, SAIC will issue a request for pricing to Supplier, for updated prices on a list of hardware and software the City of Memphis commonly purchases (the "Quarterly Price List"). Supplier will respond within three (3) business days, providing SAIC updated pricing for those items on the Quarterly Price List Supplier sells. For all Purchase Orders (defined below) issued by SAIC during the following calendar quarter, Supplier will charge a maximum of the



price set forth in its pricing for the Quarterly Price List. Submission of pricing for the Quarterly Price List does not guarantee Supplier any minimum purchases hereunder.

2.0 ORDERING

No commitment is made to purchase any amount of product hereunder, SAIC's only binding method of committing to purchase goods hereunder shall be a written purchase order signed by a member of SAIC's Procurement staff ("Purchase Order") or a purchase with a credit card.

All work will be performed and goods delivered in accordance with the general specifications set forth in this Agreement and any Purchase Order issued pursuant to this Agreement. There is no guaranteed minimum or maximum amount of information technology hardware or software products to be purchased under this Agreement, and neither this Agreement nor any order or series of orders under this Agreement does, or shall be deemed to, grant to Supplier the exclusive right to provide any products or services.

Where SAIC issues a request for quotation for items not on the Quarterly Price list (Special RFQ), Supplier will respond with a binding price within three (3) business days. SAIC's issuance of a Special RFQ does not indicate that the Vendor has been chosen to provide the item(s) requested for quote. Supplier will not provide, and SAIC will not be bound to pay for, any information technology hardware or software products under this Agreement unless and until such time as SAIC issues a Purchase Order pursuant to this Agreement, or pays for goods with a credit card.

All Purchase Orders will be governed by the standard Purchase Order terms, 9-932-001 (Rev. City of Memphis 01/01/12), attached hereto as Attachment 1. In the event SAIC pays Supplier by credit card, Supplier will not retain that credit card information for future purchases, but will request a new credit card authorization for each purchase.

3.0 INVOICES

Individual task order invoices shall be submitted by e-mail to @deborah.f.trump@saic.com on a monthly basis or upon effecting delivery of goods ordered hereunder, and shall contain the following information: SAIC as the "billed to" address, Supplier's remit to address, the Purchase Order number/task order number, quantities, description of item, unit prices and extended prices, and total cost. Invoices will be delivered in PDF format attached to email to the address set forth on the relevant Purchase Order.

4.0 PAYMENT

Payment terms will be Net thirty (30) Days after both the acceptance of the delivered items or services and receipt of a complete and proper invoice submitted in conformance with the instructions herein, unless otherwise specified in the individual Purchase Order.

5.0 ORGANIZATIONAL CONFLICT OF INTEREST

Supplier represents and warrants that its performance of this Agreement does not constitute and will not create an organizational conflict of interest (OCI) under any applicable OCI clause or regulation. If during the course of performance, Supplier becomes aware of any actual or potential organizational conflict of interest caused by its performance of this Agreement, Supplier shall promptly notify SAIC in writing of the nature of such actual or potential organizational conflict of interest.



6.0 TERMINATION for CONVENIENCE

- (a) SAIC shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing twenty (20) days written notice to Supplier. Upon receiving notice of such termination, Supplier shall
 - (i) stop all work on this Order on the date and to the extent specified;
 - (ii) place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
 - (iii) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
 - (iv) protect all property in which SAIC has or may acquire an interest.
- (b) Within twenty (20) days from such termination, Supplier may submit to SAIC its written claim for termination charges in the form prescribed by SAIC, it being understood and agreed that only Supplier's actual cost incurred and no profit shall be allowed for quantities terminated pursuant to this clause. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all SAIC's liability arising out of such termination.
- (c) SAIC reserves the right to verify claims hereunder and Supplier shall make available to SAIC, upon its request, all relevant books and records for inspection and audit. If Supplier fails to afford SAIC its rights hereunder, Supplier shall be deemed to have relinquished its claim.

7: TERMINATION for DEFAULT

- (a) Buyer may, by written notice of default to Supplier, terminate the whole or any part of this Order in any one of the following circumstances:
 - (i) Supplier fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or
 - (ii) Supplier fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;
 - (iii) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
 - (iv) Supplier fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance by Supplier.
- (b) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Supplier, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar goods or services.
- (c) Supplier shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Supplier has produced or acquired for the performance of the terminated



part of this Order and Buyer will pay Supplier the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Supplier so requested and delivered.

- (d) Supplier shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Supplier in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Supplier's default.
- (e) Supplier shall not be liable for damages resulting from default due to causes beyond Supplier's control and without Supplier's fault or negligence, provided, however, that if Supplier's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Supplier and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the goods or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

8.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

9.0 ASSIGNMENTS AND SUBCONTRACTS

This Subcontract and task orders may not be assigned, novated or otherwise transferred by operation of law or otherwise by either party without the other parties' prior written consent, which consent shall not be unreasonably withheld, provided, however, that SAIC may deny consent where it is in SAIC's best interest to do so. Notwithstanding the foregoing, Supplier hereby consents to SAIC's assignment of this Agreement and any task orders hereunder to the City of Memphis, or any third party that succeeds SAIC in providing services to the City of Memphis.

Additionally, Supplier agrees to obtain SAIC's approval before subcontracting this Subcontract or any order or any portion thereof; this limitation shall also apply to the purchase of standard commercial goods or raw materials.

10.0 AUDIT

At any time before final payment and for three (3) years thereafter and upon reasonable prior notice to the Supplier, City of Memphis shall have the right to audit Supplier's books and records. The Supplier shall make and keep as the same accrue, full and complete records and books as account of revenue and income, costs and expenses that specifically relate to performance under this Purchase Order. Records and books of accounts together with any and all other memoranda pertaining thereto that may be kept, maintained or possessed by the Supplier, shall be open to examination during regular business hours by SAIC or its representatives for the purpose of inspecting, auditing, verifying or copying the same or making extracts there from. The Supplier shall make and keep said records and books of accounts for a period of three years from the completion of the Purchase Order obligations or the final payment under the Purchase Order, whichever is later.



11.0 STANDARDS OF BUSINESS ETHICS & CONDUCT

SAIC is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that SAIC employees adhere to a particularly high ethical standard in accordance with SAIC's Code of Conduct, which may be viewed at <http://investors.saic.com/phoenix.zhtml?c=193857&p=irol-govconduct>. SAIC's expectation is that Supplier also will conduct its business fairly, impartially and in an ethical and proper manner, consistent with the principles of the SAIC Code of Conduct. In addition, SAIC strongly encourages that Supplier have proactive and meaningful ethics and compliance programs established within your organization. As evidence of our commitment, should Supplier wish to review SAIC's ethics training for your organization, request a copy through Buyer's contractual point of contact. SAIC expects the Supplier to understand, foster, and mirror the ethical conduct expected from our employees in all business transactions. If Supplier has cause to believe that SAIC or any employee or agent of SAIC has acted improperly or unethically under this Agreement/Order, Supplier shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available www.saic.com under Corporate Governance in Investor Relations. SAIC provides its Code of Conduct for informational purposes only, and makes no representations as to its appropriateness for use outside of SAIC.

12.0 ORDER OF PRECEDENCE

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. This Basic Agreement.
2. Attachment 1, Purchase Order terms, 9-932-001 (Rev. City of Memphis 01/01/12)

13.0 SURVIVAL

If this Agreement expires, is completed, or is terminated, Supplier shall not be relieved of those obligations contained in the following articles: 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 12.0, 13.0, 15.0, 17.0, 19.0 and 20.0F.

14.0- BUSINESS LICENSE

Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed Purchase Order or entering into a contract with the vendor, the successful vendor, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.



15.0 CITY'S RIGHTS

SAIC and Supplier understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis is hereby expressly made a third party beneficiary of this Agreement. This Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, or such other third party as the City of Memphis directs, whereupon SAIC shall have no further interests herein.

16.0 CONDITIONAL AGREEMENT

This Agreement is conditioned upon: (1) the City approving the commitment of funds for this project and approving the contract through SAIC; and (2) the issuance by SAIC of Work Order document(s) hereunder.

17.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail or sent via courier service, postage prepaid, addressed to the parties at the addresses set forth below. Addresses may be changed by either party giving ten days prior written notice thereof to the other party

SAIC:

INSERT Name
INSERT Title
INSERT Street Address 1
INSERT Street Address 2
INSERT City, State Zip
Tel. No. Tel. No.
Fax No. Fax No.
Email Email

Supplier:

INSERT Name
INSERT Title
INSERT Street Address 1
INSERT Street Address 2
INSERT City, State Zip
Tel. No. Tel. No.
Fax No. Fax No.
Email Email

18.0 CONFLICT OF INTEREST AND ANTI-KICKBACK

Supplier shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with SAIC's or SAIC's customer's best interests in connection with this Order. This obligation shall apply to the activities of Supplier's employees and agents in their relations with SAIC's employees, their families, vendors and third parties arising from this Order and accomplishing work hereunder. Supplier's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, kickbacks or other considerations for any purpose whatsoever. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Supplier agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's



fees) arising out of or relating to Supplier's failure to comply with the provisions of this provision.

19.0 ENTIRE AGREEMENT

The parties hereby agree that the terms set forth in Attachment 1, in addition to being the terms under which all purchase under this Agreement will be issued, also constitute the remaining terms of this Agreement, and together with the terms above, constitute this the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

20.0 DISPUTES

SAIC and Supplier agree to enter into negotiations to resolve any dispute arising under or relating to this Subcontract. Both parties agree to negotiate in good faith to attempt to reach a mutually agreeable settlement within a reasonable amount of time. If negotiations are unsuccessful, either party may initiate litigation in a court of competent jurisdiction. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Shelby County or the United States Western District of Federal Court within the State of Tennessee and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

In witness whereof, the duly authorized representatives of SAIC and the Supplier have executed this Agreement on the dates shown.

SUPPLIER:

**SCIENCE APPLICATIONS INTERNATIONAL
CORPORATION**

(Company Name)

X

(Signature)

NAME:

(Type or Print)

TITLE:

DATE:

X

(Signature)

NAME:

(Type or Print)

TITLE:

DATE:



ATTACHMENT 1 TO BASIC AGREEMENT

PURCHASE ORDER

STANDARD TERMS AND CONDITIONS (REV. CITY OF MEMPHIS 01/01/2012)

This is a Purchase Order between Science Applications International Corporation, hereafter referred to as "Buyer," and Seller identified on the face of this Purchase Order, hereafter referred to as "Seller." This purchase order is referred to as "Order."

SECTION 1: ACCEPTANCE AND MODIFICATION OF TERMS

Acceptance of this Order by Seller may be made by signing the acknowledgment copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

SECTION 2: GENERAL RELATIONSHIP

The Seller is not an employee of SAIC for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

The Seller shall be solely responsible for the withholding and remittance or payment of any tax or similar levy imposed under the federal revenue statutes and social insurance legislation and the laws of any state or political subdivision with respect to wages or income paid to or on behalf of the Seller or Seller's employees, unemployment, disability insurance and other payroll taxes with respect to Seller or Seller's employees, including contributions from them when and as required by law. Neither Seller nor its employees shall be deemed eligible to participate in any of the benefit plans or programs that SAIC maintains for its employees

SECTION 3: SUBCONTRACTS AND ASSIGNMENTS

This Subcontract and task orders may not be assigned, novated or otherwise transferred by operation of law or otherwise by either party without the other parties' prior written consent, which consent shall not be unreasonably withheld, provided, however, that SAIC may deny consent where it is in SAIC's best interest to do so. Notwithstanding the foregoing, Seller hereby consents to SAIC's assignment of this Agreement and any task orders hereunder to the City of Memphis, or any third party that succeeds SAIC in providing services to the City of Memphis.



Additionally, Seller agrees to obtain SAIC's approval before subcontracting this Subcontract or any order or any portion thereof; this limitation shall also apply to the purchase of standard commercial goods or raw materials.

SECTION 4: RESPONSIBILITY for PROPERTY

In the case of any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") of Buyer and/or Buyer's customer, which may be in the possession, or control of Seller in connection with this Order, Seller shall use such property only in performance of and as specifically authorized by this Order. Seller should take appropriate measures including clearly marking, maintaining an inventory and segregating Buyer's property to protect Buyer's rights and interests in any property provided by Buyer to Seller. Such property shall be returned to Buyer in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent that such property has been incorporated into goods delivered hereunder or has been consumed in the production of such goods. Risk of loss with respect to all such property shall be the responsibility of Seller. Seller shall indemnify, defend and hold harmless Buyer from any loss or damage to such property, which is caused by, or results from any act or omission on the part of Seller or its agents, employees or subcontractors. If Seller acquires or manufactures any property in connection with this Order and charges Buyer therefore, Buyer may, at its option upon completion or termination of this Order, elect to take title to such property and, upon receiving notice of such election; Seller shall deliver such property to Buyer.

SECTION 5: RESPONSIBILITY FOR GOODS; Risk of Loss

Seller shall bear the risk of loss of, or damage to, the goods covered by this Order, until delivered to the delivery location designated on the face of this Order and accepted by Buyer, including any defective, non-conforming or rejected goods.

SECTION 6: INTERCHANGEABILITY

All items furnished pursuant to this Order under the part number specified shall be fully interchangeable with and equal in function and quality to items heretofore furnished under the same part number.

SECTION 7: PACKAGING and SHIPPING

Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Buyer, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by Seller. A Packing List shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of Buyer shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

SECTION 8: CHANGES and SUSPENSION

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may,



for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to this Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

SECTION 9: NOTICE OF DELAYS

Whenever the Seller has knowledge that any actual or potential issue, event, or circumstance is delaying or threatens to delay the timely performance of this Order, the Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to the Buyer.

SECTION 10: COMPLIANCE WITH LAWS

Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

SECTION 11: DELIVERY

Time is of the essence in this Order. The date specified for delivery or performance is the required delivery date at Buyer's plant or other specified location (FOB Destination), unless otherwise specifically noted herein. Buyer reserves the right to refuse any goods or services and to cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Buyer may require Seller to ship via a more rapid route or carrier in order to expedite such delivery and any difference in cost caused by such change shall be paid by Seller. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding delivery to any carrier, or until orders for services have been performed, received and accepted.

SECTION 12: INSPECTION

All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers at all reasonable times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or its customers. In the event goods or services are not in accordance with the specifications and instructions of Buyer, Buyer may require prompt correction, repair, replacement or re-performance thereof at Buyer's option and Seller's sole expense. If Seller is unable to accomplish the foregoing, then Buyer may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith. After Seller is notified of the foregoing defects or non-conformances, all risk of loss with respect to such goods shall be the responsibility of Seller and Seller shall pay all packing and shipping charges in connection with such defective or non-conforming goods. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder.

SECTION 13: ACCEPTANCE



Acceptance of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages.

SECTION 14: PRICE; PAYMENT

Prices may not exceed the prices set forth herein. Invoices shall be submitted in duplicate and shall contain the following information: order number, item number, description of articles, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid Net 30 Days after receipt of proper invoice or acceptance of delivered items by the Buyer, whichever occurs later. Before payment, Buyer may make any adjustments to Seller's invoices to accommodate shortages, late delivery, rejections, or other failure to comply with the requirements of this Order. Cash discounts will be taken from the date of final acceptance of delivered items, or the date of acceptable invoice, whichever is later. Payment shall not constitute final acceptance. Buyer may offset against any payment hereunder any amount owed to Buyer by Seller. Note: "Seller may select Automated Clearing House Credits ("ACH funds transfer"), as the means of settlement. With regard to such ACH funds transfer, a payment from Buyer to Seller shall be considered timely with respect to any payment due to date contained herein if the ACH funds transfer is completed no later than four (4) business days after such payment due date. Buyer shall not be in breach of these terms and conditions, or suffer any loss of discount or other penalty, with respect to an ACH funds transfer that was initiated properly and timely by Buyer to the extent its completion is delayed because of failure or delay by the ACH funds transfer system, the operation of an ACH funds transfer system rule which could not be anticipated by Buyer, or rejection by the Seller's bank."

SECTION 15: WARRANTY

Seller represents and warrants that: (1) all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (2) all goods will conform to applicable specifications, drawings, and standards of quality and performance, and all items will be free from defects in design and suitable for their intended purpose; (3) the goods covered by this Order are fit and safe for consumer use, if so intended; and (4) that any services performed hereunder shall be performed in accordance with the specifications and instructions of Buyer, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. All representations and warranties of Seller shall run to Buyer and Buyer's customers. Remedies under this warranty shall include, without limitation, at Buyer's option and at Seller's sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

SECTION 16: COUNTERFEIT PARTS

For purposes of this clause, Goods are any tangible items delivered under this Order, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.



Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

SECTION 17: TERMINATION FOR CONVENIENCE

- (a) SAIC shall have the right to terminate this Order, in whole or in part, at any time, without cause, by providing twenty (20) days written notice to Seller. Upon receiving notice of such termination, Seller shall
 - (i) stop all work on this Order on the date and to the extent specified;
 - (ii) place no further contracts hereunder except as may be necessary for completing such portions of the Order as have not been terminated;
 - (iii) terminate all contracts to the extent that they may relate to portions of the Order that have been terminated; and
 - (iv) protect all property in which SAIC has or may acquire an interest.
- (b) Within twenty (20) days from such termination, Seller may submit to SAIC its written claim for termination charges in the form prescribed by SAIC, it being understood and agreed that only Seller's actual cost incurred and no profit shall be allowed for quantities terminated pursuant to this clause. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all SAIC's liability arising out of such termination.
- (c) SAIC reserves the right to verify claims hereunder and Seller shall make available to SAIC, upon its request, all relevant books and records for inspection and audit. If Seller fails to afford SAIC its rights hereunder, Seller shall be deemed to have relinquished its claim.

SECTION 18: TERMINATION FOR DEFAULT

- (a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:
 - (i) Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or
 - (ii) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of 10 days



(or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;

- (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
 - (iv) Seller fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance by Seller.
- (b) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar goods or services.
- (c) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of this Order and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.
- (d) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.
- (e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the goods or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

SECTION 19: TAXES

The price(s) set forth herein shall include all applicable Federal, State and local taxes and duties.

SECTION 20: ADVERTISING

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the goods or services hereunder, or disclose any of the details connected with this Order to any third party, except as may be required to perform this Order.

SECTION 21: INSURANCE

In accordance with subparts (a) and/or (b) below, upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage's are in force and providing not less than thirty days notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

- (a) To the extent that Seller is performing services under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:



- (i) **Workers Compensation:** in accordance with the statutory requirements and limits of the State of Tennessee Employer's Liability: \$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000 Disease - Each Employee; including a waiver of subrogation obtained from the carrier in favor of Buyer;
 - (ii) **Commercial General Liability:** Comprehensive General Liability Insurance, covering Bodily Injury and Property Damage on an "occurrence" basis. The coverage shall be provided on ISO occurrence Form CG 00 01 07 98 (or substitute form for providing equivalent or greater coverage) and include Premises and Operations, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage, including Premises/Completed Operations, and Personal Injury liability, with employee and contractual exclusions deleted. General Aggregate \$1,000,000 Products - Completed Operations \$1,000,000; Personal & Advertising; \$1,000,000; Each Occurrence \$1,000,000 (Bodily Injury & Property Damage); Fire Damage (any one fire) \$50,000; Medical Expense (any one Person) \$5,000; Buyer, its officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
 - (iii) **Automobile Liability:** in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insured's on the policy;
 - (iv) **Professional Liability:** if Seller is performing any professional services, coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Seller's performance of professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. All-Risk Property Insurance in an amount adequate to replace property, including goods covered by this Order, of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.
- (b) To the extent that Seller is providing products under this Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:
- The Contractor shall be responsible for maintaining any and all PROPERTY INSURANCE on its own equipment and shall require all subcontractors to do likewise.
- (i) **Commercial General Liability:** as described above in Section 21 (a);
 - (ii) **Products Liability:** in an amount no less than \$1 Million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the extent that coverage for Seller's products are not excluded in (i), this requirement does not apply;
 - (iii) **All-Risk Property Insurance:** as described above in Section 21 (a) in an amount adequate to replace property of Buyer and/or Buyer's customer, including goods covered by this Order, which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or goods furnished by Buyer.

SECTION 22: CONFIDENTIALITY AND USE OF BUYER FURNISHED ITEMS/INFORMATION

Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter collectively referred to as "Items/Information", and use such Items/Information only in the performance of this Purchase Order or, if authorized, other orders from Buyer and not otherwise, without Buyer's prior written consent. Notwithstanding any other provision herein, Buyer and Seller shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual



Property. All such Items furnished, loaned or bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by Seller for the performance of this Purchase Order and specifically charged to Buyer, are the property of Buyer. Upon completion, expiration or termination of this Purchase Order, Seller shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such Items not so returned. Seller shall make no charge for any storage, maintenance or retention of such Items. Seller shall bear all risk of loss for all such Items in Seller's possession.

Seller also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Seller agrees: (i) not to substitute any other material for such fabrication without Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

SECTION 23: PATENTS and DATA

- (a) If any experimental, developmental or research work is performed hereunder, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to make, have made, use and sell any invention, improvement or discovery (whether or not patent-able) that Seller conceives or first actually reduces to practice in the performance of this Order.
- (b) Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorize others to do so, for any purpose, (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable hereunder; and (ii) all or any part of any deliverable hereunder, including without limitation, any reports, drawings, blueprints, data, software and technical information.

SECTION 24: INDEMNIFICATION

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its subcontractors or suppliers at any tier, or their employees, agents or representatives, arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims which are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

SECTION 25: INFRINGEMENT INDEMNITIES

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part

thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such



infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

SECTION 26: NON-WAIVER OF RIGHTS

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

SECTION 27: EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

Seller shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). The subject technology of this Subcontract (including data, services, software and hardware provided hereunder, defined as "Controlled Technology") may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22CFR120.16 may require an export authorization. SELLER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

SELLER hereby certifies that all SELLER employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3).

SECTION 28: STANDARDS OF BUSINESS ETHICS & CONDUCT

SAIC believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. These characteristics make it imperative that SAIC employees adhere to a particularly high ethical standard. Buyer's expectation is that Seller also will conduct its business fairly, impartially and in an ethical and proper manner. If Seller has cause to believe that Buyer or any employee or agent of Buyer has acted improperly or unethically under this Agreement/Order, Seller shall report such behavior to the SAIC Ethics Hotline (800) 760-4332. Copies of The Science Applications International Corporation (SAIC) code of Ethics and contacts for such reports are available at www.saic.com/about/corporate-responsibility/about/.

SECTION 29: CONFLICT OF INTEREST AND ANTI-KICKBACK

Seller shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with SAIC's or SAIC's customer's best interests in connection with this Order. This obligation shall apply to the activities of Seller's employees and agents in their relations with SAIC's employees, their families, vendors and third parties arising from this Order and accomplishing work hereunder. Seller's efforts shall include, but shall not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, kickbacks or other considerations for any purpose whatsoever. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a



subcontract relating to a prime contract. Seller agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Seller's failure to comply with the provisions of this provision.

SECTION 30: ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between provisions of this Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions contained therein.
2. Purchase Order Standard Terms and Conditions (9-932-001 Rev. City of Memphis 01/01/12) and Exhibits thereto.
3. Specifications and/or drawings.
4. Other provisions when attached.

SECTION 31: GOVERNING LAW

This Order shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict or choice of law provisions.

SECTION 32: DISPUTES

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of San Diego, State of California. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

SECTION 33: TRANSPORTATION CHARGES

All goods are shipped F.O.B. destination unless delivery terms are specified otherwise in bid. All shipping costs must be included in the fully burdened item price. No separate shipping costs will be paid.

SECTION 34: EQUAL EMPLOYMENT

Supplier agrees to comply fully with the equal requirements of Title VII of the Civil Rights Act of 1964, and with Title VI of the Civil Rights Act of 1964 and all other applicable federal, state or local laws prohibiting discrimination. No person will be excluded from participation in or be denied benefits of, or be otherwise subjected to discrimination in the performance of this purchase order, or in the employment practices of the Supplier. In the event Supplier fails to comply with the nondiscrimination requirements, SAIC may cancel, terminate or suspend, in whole or in part, this order. SAIC encourages participation of small and minority businesses in the purchasing process.



SECTION 35: PUBLIC RECORDS

Supplier acknowledges that purchases hereunder are subject to the terms and conditions of the Tennessee Open Records Act.

SECTION 36: AUDIT

At any time before final payment and for three (3) years thereafter and upon reasonable prior notice to the Supplier, SAIC shall have the right to audit Seller's books and records. The Supplier shall make and keep as the same accrue, full and complete records and books as account of revenue and income, costs and expenses that specifically relate to performance under this purchase order. Records and books of accounts together with any and all other memoranda pertaining thereto that may be kept, maintained or possessed by the Supplier, shall be open to examination during regular business hours by SAIC or its representatives for the purpose of inspecting, auditing, verifying or copying the same or making extracts there from. The Supplier shall make and keep said records and books of accounts for a period of three years from the completion of the purchase order obligations or the final payment under the purchase order, whichever is later.

SECTION 37: EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Supplier hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Supplier shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event Supplier fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this order may be canceled, terminated or suspended in whole or in part by SAIC, and Supplier may be prohibited from contracting to supply goods and/or services to SAIC or the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with SAIC.

SECTION 38: BUSINESS LICENSE

Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to SAIC issuing a properly executed purchase order or entering into a contract with the vendor, the successful vendor, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Section 39: CITY'S RIGHTS

SAIC and Supplier understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis is hereby expressly made a third party beneficiary of this Agreement. All goods or services purchased hereunder are for resale to the City of Memphis, to which Supplier hereby consents. This Agreement and all of SAIC's rights and obligations hereunder may be assigned to the City of Memphis, whereupon SAIC shall have no further interests herein.



Section 40: LIVING WAGE, OTHER LOCAL LAWS

Supplier is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Supplier shall promptly notify SAIC of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

SECTION 41: ENTIRE AGREEMENT

This Order, including all documents incorporated herein by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.



EXHIBIT A
SCOPE OF WORK

NOT APPLICABLE (to this solicitation)



EXHIBIT B
PRICING SHEET / PAYMENT PROVISIONS

NOT APPLICABLE (to this solicitation)



EXHIBIT C

EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME:	
VENDOR NAME:	
CLIENT:	SAIC and CITY OF MEMPHIS

GENERAL INFORMATION:

Your employer has entered into a contract with the CLIENT identified herein to provide certain services to CLIENT. In order to perform services or work under this contract, your signature on this Employee Acknowledgement and Confidentiality Agreement is required.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the VENDOR, referenced above, is my sole employer for purposes of the above referenced contract, I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above referenced contract.

I understand and agree that I am not an employee of the CLIENT for any purpose whatsoever, and that I do not have and will not acquire any rights or benefits of any kind from the CLIENT by virtue of my performance of work under the above referenced contract.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above referenced contract. I agree to forward all requests for the release of any data or information received by me to the CLIENT's Project Director, for the above referenced Contract, and to my immediate supervisor.

I agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from the CLIENT.

All materials, including, but not limited to, data, information, computer program, design, and details of systems feature and marking plans, which the VENDOR gains access to or knowledge of in the performance of this Agreement shall be deemed proprietary information of CLIENT. I hereby agree not to disclose for a period of five (5) years, commencing with the date of the termination of this Agreement, any part of the proprietary information to other persons, and I agree to keep proprietary information confidential. Information is not considered confidential if it can be obtained through open records procedures or independently through a third party who has legal authority to release the material.

I agree to return all confidential materials to my immediate supervisor upon completion of the Contract, or termination of my employment with my employer, whichever occurs first. I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the CLIENT may seek all possible legal redress.

SIGNATURE: _____ NAME (Print): _____

DATE: ____/____/____ POSITION: _____